

SO ORDERED.

SIGNED this 22 day of October, 2018.




Joseph N. Callaway
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NORTH CAROLINA
GREENVILLE DIVISION**

IN RE:)
)
CHAD ALLEN BRUNER) CASE NO. 16-01116-5-JNC
SSN: XXX-XX-9666)
)
JENNIFER NEAL BRUNER) CHAPTER 13
SSN: XXX-XX-3062)
)
DEBTORS)
)

ORDER GRANTING MOTION TO ALLOW LOAN MODIFICATION

NOW COMES, Home Point Financial Corporation being heard before the United States Bankruptcy Judge for the Eastern District of North Carolina and it appearing to the Court and the Court finding that:

1. The Debtors filed a Voluntary Petition pursuant to Chapter 13 of the United States Bankruptcy Code on March 3, 2016.
2. HPF, is a secured creditor in this bankruptcy holding the Note secured on property located at 112 Hawthorne Road, Greenville, NC 27858 (the "Subject Property"), and more particularly described in a Deed of Trust recorded in Book 3115, Page 362 in the Pitt County Register of Deeds, North Carolina.
3. With the consent of HPF, the Debtors are attempting to modify the mortgage loan on the subject property.

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED based upon the foregoing findings of fact and conclusion of law, that the Court hereby orders:

1. That the following terms of HPF's Motion to Allow Loan Modification are granted :

| Item | Original | Modified |
|-------------------------------|-----------------|-----------------|
| Maturity Date: | 7/1/2043 | 8/1/2048 |
| Interest Rate: | 3.6250% | 4.750% |
| Interest Rate Type: | FIXED | FIXED |
| New Principal Balance: | \$132,554.00 | \$116,554.28 |
| Monthly Principal & Interest: | \$604.51 | \$608.00 |
| Monthly Escrow Payment: | \$327.69 | \$327.69 |
| Total Monthly Payment: | \$932.20 | \$935.69 |

2. HPF's on-going monthly mortgage payments will continue to be disbursed pursuant to the confirmed plan;
3. Debtors and HPF are allowed to finalize the loan modification. Only upon the finalization and execution of the loan documents, if necessary, will the modification be implemented.
4. Any arrearage claim is capitalized in the new principal balance and once the loan modification is approved and finalized, HPF will amend its Proof of Claim in this case;
5. Debtors understand and accept that the escrow payments may be adjusted periodically in accordance with the applicable law and therefore the total monthly payment may change accordingly; and
6. Under the terms of the modification, the first modified payment due pursuant to the terms of the loan modification agreement is September 1, 2018.

END OF DOCUMENT